

Exhibit 4



Tarter Krinsky & Drogin LLP
1350 Broadway
New York, New York 10018
P: 212-216-8000
F: 212-216-8001
www.tarterkrinsky.com

Richard C. Schoenstein
Partner
212-216-1120
rschoenstein@tarterkrinsky.com

August 2, 2024

By Email and Federal Express

Mr. Brant Cherne
9 Mohegan Avenue, Unit A
Port Washington, New York 11050
Brantchb@gmail.com

Re: Departure from Hercules Pharmaceuticals

Dear Mr. Cherne:

We represent Hercules Pharmaceuticals, Inc. (the “Company”). I understand that you resigned your employment with the Company yesterday and that the Company accepted your resignation. We write to remind you of certain continuing obligations to your former employer.

Enclosed herewith is a copy of the Employee Confidentiality and Non-Compete Agreement you signed on or about April 21, 2022 (the “Agreement”). Among other obligations, you are prohibited from:

- Disclosing or using Confidential Information as defined in Section 2(b)(i) and proscribed in Sections 2 and 3(a) of the Agreement, at any time;
- Engaging in Prohibited Activity, which includes employment with an entity engaged in business that competes with the Company, for twelve (12) months following your resignation, as set forth in Section 3(c) of the Agreement;
- Soliciting employees, customers, manufacturers or any vendors of the Company for twelve (12) months following your resignation, as set forth in Sections 3(d) and 3(e) of the Agreement; or
- Disparaging the Company, as set forth in Section 3(f) of the Agreement.

Pursuant to Section 3(g) of the Agreement, you must “disclose the existence and terms of this Agreement to any prospective employer, business partner, investor or lender prior to entering into an employment, partnership or other business relationship with such prospective employer, business partner, investor or lender. Employee further agrees that the Employer shall have the right



Tarter Krinsky & Drogin LLP
1350 Broadway
New York, New York 10018
P: 212-216-8000
F: 212-216-8001
www.tarterkrinsky.com

to make any such prospective employer, business partner, investor or lender of Employee aware of the existence and terms of this Agreement.” The Company expects you to act accordingly.

Please ensure that you have returned all Company property, including any electronic devices, documents, materials or other Confidential Information—including but not limited to contact information for any employees, customers, manufacturers or other vendors you obtained in the course of your employment with the Company—to the Company.

Please respond to this letter within three (3) business days, confirming to us that you have and will continue to comply with all the requirements set forth in the Agreement. If you are found to be non-compliant, the Company will commence appropriate arbitration proceedings against you pursuant to Section 11 of the Agreement.

The Company intends to enforce all its rights under the Agreement. It does not waive any right or remedy available under the Agreement, at law, or otherwise. All communications with respect to this matter should be sent to the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard C. Schoenstein".

Richard C. Schoenstein